

# EXHIBIT A


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Your opinion is helping to shape  
the future of the Internet!

Our online market research community has millions of participants who are interested in voicing their opinions through surveys and who allow their online browsing and purchasing behavior (including the content of web pages visited) and their general computer hardware and application usage information to be passively tracked. The data collected is used as part of anonymous market research reports that help shape the future of the Internet. The information that you contribute is used by comScore, Inc., a U.S.-based market research company that is a nationally-recognized authority on Internet and general economic trends, whose data are routinely cited by major media outlets such as the New York Times, the Wall Street Journal, and CNBC, and is extensively used by the largest Internet services companies and scores of Fortune 500 companies.

Be assured that protection of your privacy is one of our top priorities. While participation in our program will allow us to send you periodic surveys and track information about your online activities such as where you surf and the transactions that you make, the personally identifiable information you provide to us will NOT be used by us, or anyone with whom we do business, to advertise or market products or services to you!

#### PRIVACY POLICY & USER LICENSE AGREEMENT

Before joining our program, enjoying the benefits of this program, and installing our application, you must review and agree to the terms and conditions below and provide and obtain consent to this agreement from anyone who will be using the computers on which you install this application. By installing our application, you agree to be bound by this privacy policy & user license agreement, including the storage of the market research information provided by you on our computer systems in the United States.

Requirements for participation: In order to participate in this program, you must:

- Be at least 18 years of age and capable of entering into a binding agreement;
- Be the parent or legal guardian of anyone under 18 having access to such computer;
- Own or control the computers that you allow to be configured to use this system;
- Not be employed or related to an individual employed by an unaffiliated market research company; and
- Acknowledge and agree to allow the software to operate as described herein, including allowing the software to automatically upgrade provided that any such upgrades do not change the functionality of the software beyond what is described in this privacy policy and user license agreement.

Please note: many companies restrict the installation of software onto work computers. Before you install this software onto a work computer, please check your company's software installation policy.

What information is collected?

Basic Demographic Information: When you sign up for this program, we may obtain your contact information and some basic demographic information about you using a questionnaire, information from companies through which you obtained or inquired about this program, or the application that you install onto your computer and allow to track your Internet usage.

Survey response information: Once you agree to participate in this program, we may notify you of survey opportunities through e-mail, pop-ups, toast windows, U.S. mail, and other means. If you elect to participate in a survey, we require that you provide complete and accurate information about yourself and your household. The survey opportunities that we provide to you may be related to other information that that we collect. For example, we may provide you with a survey asking you about the quality of your user experience at a particular website.

Computer hardware, software, and other configuration information: Our application may collect general hardware, software, computer configuration and application usage information about the computer on which you install our application, including such data as the speed of the computer processor, its memory capacities and Internet connection speed. In addition, our application may report on devices connected to your computer, such as the type of printer or router you may be using.

Internet usage information: Once you install our application, it monitors all of the Internet behavior that occurs on the computer on which you install the application, including both your normal web browsing and the activity that you undertake during secure sessions, such as filling a shopping basket, completing an application form or checking your online accounts. Our application may also collect information regarding the cookies that exist on your computer. We may use the information that we monitor, such as name and address, for the purpose of better understanding your household demographics; however we make commercially viable efforts to automatically filter confidential personally identifiable information such as UserID, password, credit card numbers, and account numbers. Inadvertently, we may collect such information about our panelists; and when this happens, we make commercially viable efforts to purge our database of such information.

Our application will review the content of all web pages to determine the language being used in the web site, and the application may review select e-mail header information from web-based e-mails as a way to verify your contact information and your online usage information.

In addition to information collected through our application, we may also collect data about your Internet use from third-parties, including search engines, email providers, social networks and other application service providers whose Internet sites you visit.

#### How is the information collected?

This application monitors your Internet usage by transmitting to our servers information about the web pages that you visit and the actions that you take while online.

Consequently, the software may communicate with our servers while you are connected to but not browsing the Internet. Such communications could include the transmission of collected data as outlined in this privacy policy, or it could include incoming instructions for our software. For example, our servers need to tell our software about survey opportunities, so that we can provide you with invitations where you can take a survey in exchange for sweepstake entries, cash, or other prizes.

In addition, we may ask for information about you using surveys, for which participation is completely voluntary. We may also combine the information that you provide us with information obtained from other sources (such as consumer preference reporting companies, credit reporting agencies and companies that collect TV viewing information) using confidential matching procedures. In these cases, we will: (i) provide a data match processor with only the personal information necessary to perform a match and, infrequently, to assist us performing statistical analyses; (ii) establish procedures and legal obligations that prohibit use of the information received for any other purpose or disclosure of this information to anyone else; and (iii) require destruction of the received information after completion of the match and analysis. The information that we obtain from other sources will not include confidential personally identifiable information such as credit card numbers and account numbers. You also agree that we may use the information we have collected from you to identify your use of search engines, email providers, social networks and other application service providers whose Internet sites you visit. Your agreement to this policy shall serve as your consent to allow us to request data about your online activities (but not the contents

of your email communications) from these third-parties and to combine that information with the information that you provide us directly or through the software.

You further agree that we may use third party service providers to obtain other on-line data, TV viewing, or mobile usage information and that we may integrate such data with the data that you provide us as part of this research community, provided that the acquisition and processing of such information adheres to the privacy principles included in this privacy policy and user license agreement.

The software will collect information on the types of applications you use and general statistics on how you use them. So, for instance, you may open a word processor, and our software would collect information on how the type of word processing software that you are using, and how long the word processor was open, but it would not have any knowledge of what was typed in the word processor.

Your information is stored in the United States where our central database is operated. The data protection and other laws of other countries may differ from those of the United States. Your information may be processed outside of the United States, provided that the data protection laws of such processing location affords similar if not more protections than those afforded in the United States for the processed data.

#### How is the collected information used?

Market Research Reports: Applying concepts similar to those used by television-rating services, we use the information collected through our application and your survey responses, combined with information from other sources, to make statistically-based projections about current and future Internet user behavior and, more generally, to extrapolate data about potential economic trends. For certain commercial customers, we may provide individual-level information. We make this data available so that these customers may enhance their own understanding of Internet usage and online commercial trends. In all cases, we make commercially viable efforts to automatically filter confidential personally identifiable information such as UserID, password, credit card numbers, and account numbers from the data being provided.

Our customers use our market research reports to: (i) modify online services and offerings; (ii) make more effective use of online data to understand both online and offline commercial behavior; and (iii) discern general economic trends and the business performance of specific entities for a wide range of business purposes including, but not limited to, identifying financial investment opportunities and understanding the value and interest in certain business enterprises.

By Service Providers: From time to time, we may share your contact information with those third parties who help us deliver this program to you (for example, companies that administer incentive programs). When we do this, we provide only the necessary information for the service provider to perform its assigned function, and we contractually prohibit the use or disclosure of this information to anyone else unless you authorize it.

As Required by Law: In rare cases, and as is done by any other business, if we are compelled to disclose certain information through a valid legal process, such as a court order, subpoena, or a search warrant, we would do so. However, we would comply by providing only the minimum information necessary.

#### How is the information secured?

Safeguards: We have implemented a variety of safeguards (including physical, digital, and legal protections) focused on ensuring that the information collected through this program is protected from unauthorized use, modification, or disclosure. For example, any secure information collected by our application is encrypted before it is sent to our servers. Moreover, our employees are subjected to periodic evaluation and investigation, are contractually restricted on their use and access to personally identifiable information, and are educated and retrained as needed on internal security policies and procedures.

If you would like to access, modify, and/or request deletion of the personally identifiable profile information submitted by you as part of this program, you may complete a support form on our website, or e-mail our support staff at the e-mail address provided below.

Does the application use cookies?

We do not use our cookies to store or acquire data about you; however, we do use cookies to identify you as you go through any required registration processes on our site, and to assist us in conducting occasional diagnostic tests to ensure that our system is functioning correctly. Our cookie does not contain any personally identifiable information about you. Please note that if you configure your browser not to accept cookies, you may not be able to complete our registration process and enjoy the benefits of being a program participant.

What privacy commitments are made relating to specific participant benefits?

Please refer to our program's web site, which lays out the privacy commitments that we make for the various participant benefits we offer. The terms of these commitments are incorporated into this agreement. Please note that each incentive program may have its own set of rules applicable to that particular offering; these rules are made available to you before you choose to participate.

What if I wish to stop participating in this program?

Resignation: You may resign at any time by contacting us at the support address listed below or by selecting the "Terminate all Services" link from the Members section on your panel's web page (where applicable).

Removing our Application: You may remove our application using the Windows Add/Remove Programs function (known as "Programs and Features" in Vista). Alternatively, you may e-mail our support staff at the e-mail address provided below and request removal instructions. Please be sure to follow this same removal procedure on all of the computers from which you wish to remove this application. Removing the application will stop tracking of your online browsing and purchasing behavior, but unless you resign from all services in accordance with the procedure stated above, you still may be contacted for administrative purposes or for special participant opportunities. After you remove our application from a computer, all settings we have made to your computer will be deactivated; however, some inactive elements may remain on your machine such as registry entries or DLL files, which is not at all unusual for many types of online services and software.

Use of Third Party Programs to Remove our Software: Please note that use of third party programs to remove this application may cause instability in your system and to your Internet connection. We reserve the right to repair any of its settings that are partially removed, to minimize potential instability. In fact, our software will inspect itself and make repairs when necessary. This action is not done to try and stop you from uninstalling our software, it is only done to assure that while our software is operating properly on your computer, it works the way it should and does not cause any technical problems. This ability to upgrade or repair corrupted files in no way impedes your ability to delete the program. Once the program has been has been uninstalled through the Windows Add/Remove Programs function, the application will be removed, so that no updates or repairs may be made. So, should you wish to resign, we ask that you use the instructions provided above.

Stop Participating in Surveys: You may contact us at the support address listed below to alter how you receive, or to completely stop receiving, surveys, or you can edit your survey preferences at the Members section on your panel's web page (where applicable).

Please note: we may continue to use information collected prior to resignation, but all such information remains fully subject to, and governed by, the agreement effective at the time of your resignation.

What is the policy regarding children?

All persons installing this application must be at least 18 years old and must be the parent or legal guardian of any minor that may use a computer with this application installed. However, all household Internet behavior may be used by us in developing the statistical projections. This program complies with all applicable U.S. data gathering rules, including the Children's Online Privacy Protection Act (COPPA).

How will I be notified of changes to this Agreement?

If we change our practices in how we handle personally identifiable information, or if we materially change other aspects of our program, including but not limited to any changes to the scope or nature of incentives provided, we will post these changes on our website, and the changes will be effective immediately upon such posting. If you do not agree with any of the changes, you may remove our application as described above.

What are my obligations as a participant?

As a participant, you agree to:

- Allow this program to collect and use information obtained from you and related to you and your household's Internet use as described in this agreement;
- Make reasonable efforts to ensure that any other person who uses such computers is aware of and agree to the terms of this agreement;
- Accept automatic changes to your system settings that are made solely to ensure compatibility between your computer system and this program, and periodic software upgrades;
- Receive administrative e-mails, including e-mails sent to: (i) inform you about upgrades, or issues related to basic program/application functions or disruptions; (ii) provide notification about awards and special participant opportunities; (iii) request updated demographic information or information regarding usage of the application; and
- Regularly visit and review the agreement posted on this website, so that you are aware of any changes made to this agreement.

As a participant, you agree not to:

- Use this program in any way that: (i) harms or harasses others; (ii) violates any federal, state or local laws or ordinances; (iii) violates or infringes on the rights of any third parties including, but not limited to, copyright, trademark, patent, trade secret, rights of privacy or publicity or other proprietary right; or (iv) interferes with or disrupts this program;
- Attempt to reverse engineer, decompile, or disassemble the program; and
- Sign up for more than one account; and
- Attempt to defeat or circumvent our application, it being your responsibility to remove this application as instructed in this agreement or expressly by an authorized service representative.

What is your commitment to participants?

We commit to making commercially reasonable efforts to do the following:

- Only use information obtained from or about you as described in this agreement;
- From time to time, commission the services of third parties to verify that this program is keeping its privacy commitments to you; and
- Provide customer support when you experience problems with this program, on the condition that you provide requested information about the problems experienced and the conditions of your computer environment, and agree to take reasonable efforts to follow the instructions supplied by our support staff.

What are the other legal terms and conditions of participating in this program?

Governing Law: You agree that any dispute or claim arising out of this program or agreement shall be settled by binding arbitration in Fairfax County, Virginia under the American Arbitration Association Rules. The proceedings shall be conducted and all evidence shall be offered in the English language. Regardless of any law to the contrary, any claim against us must be filed within one year of the time such claim arose, otherwise such claim will be barred forever. We agree that regardless of any law to the contrary, that the arbitrator shall have no authority to award, punitive or exemplary damages against any party to this agreement.

Notwithstanding the above, we may apply to any court of competent jurisdiction for a temporary restraining order or other interim relief, as necessary without breach of this agreement and without abridgment of the powers of the arbitrator.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO CONFLICTS OF LAWS

PROVISIONS AND SUCH LAW SHALL BE APPLIED BY THE ARBITRATOR TO THE MERITS OF ANY DISPUTE OR CLAIM. FOR ANY NON-ARBITRAL ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS PROGRAM OR THIS AGREEMENT, SOLE AND EXCLUSIVE JURISDICTION SHALL RESIDE WITH THE APPROPRIATE STATE COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA OR FEDERAL COURT LOCATED IN ALEXANDRIA, VIRGINIA.

While this program is available on the Internet to international users, the program is and remains a U.S. offering and all use of the information collected is and shall remain subject to U.S. law and practice. International users must take this into account and should consult their local laws and independently determine whether participation is desired given these facts.

**Fraud:** Any attempt by a participant to undermine the legitimate operation of the panel is a violation of criminal and civil laws and should such an attempt be made, TMRG, Inc. reserves the right to seek damages from any such respondent to the fullest extent permitted by law. Multiple accounts are not permitted; participants are limited to signing up for a maximum of one account.

**Third Party Rights:** This agreement shall not create any rights or remedies in any parties other than the parties to the agreement and no person shall assert any rights as a third party beneficiary under this agreement.

**Assignment:** You may not assign this agreement or any rights or obligations under this agreement without our prior written approval.

**Waiver:** The failure of us to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

**Severability:** If any provision of this agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. In any event, the remaining provisions shall be enforced.

**Indemnity:** You agree to defend, indemnify and hold our company and our affiliates, officers, directors, and employees harmless from and against any and all claims, losses, damages, liabilities and costs including without limitation, reasonable attorney's fees, arising out of or relating to your breach of this Agreement or misuse of this program.

**Disclaimers of Warranty:** YOU ACKNOWLEDGE THAT THIS PROGRAM AND ALL SOFTWARE, CHANGES TO YOUR COMPUTER, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE AS PART OF THIS PROGRAM ARE PROVIDED 'AS IS.' OUR COMPANY, ITS SERVICE PROVIDERS, AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES WILL OUR COMPANY, ITS SERVICE PROVIDERS OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING IN ANY WAY FROM THIS PROGRAM. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. IN JURISDICTIONS WHICH RESTRICT LIMITATION OF LIABILITY OR DISCLAIMER OF WARRANTY PROVISIONS, OUR COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**Third Party Products and Services:** We neither endorse nor accept responsibility for any third party materials accessed through the Internet.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between sponsor and you with respect to the subject matter contained in the Agreement.

This Agreement is effective as of May 7, 2010.

Whom can I contact if I have additional questions?

The program sponsor is TMRG, Inc., a Delaware, U.S.A. corporation. If you have any questions about the above Privacy Statement & User License

Agreement, our practices or your interactions with this site and this program, you may contact the program sponsor at:

privacy@tmrginc.com

Privacy Office

11950 Democracy Drive

Suite 600

Reston, VA 20190

For any support issues, please contact: support@tmrginc.com.

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